

BEFORE THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Petition of Sprint Communications)	
Company L.P., Pursuant to Section 252(b))	
of the Telecommunications Act of 1996,)	D.T.E. 00-54
for arbitration of an interconnection)	
agreement between Sprint and Verizon-)	
Massachusetts)	

RESPONSE OF SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Communications Company L.P. (“Sprint”) hereby submits its response to Verizon Massachusetts’ (“Verizon’s”) August 10, 2001 letter to the Department of Telecommunications and Energy (“Department”) proposing revised interconnection agreement language regarding reciprocal compensation. Sprint opposes Verizon’s late-filed submission and requests that the Department reject the proposal in its entirety.

In an Arbitrator’s ruling issued on June 28, 2001 in this proceeding, Sprint and Verizon were directed to jointly file a final interconnection agreement by July 19, 2001. As the parties were unable to reach consensus on final interconnection agreement language pertaining to several issues, each party was directed to file, by July 19, 2001, proposed interconnection agreement language with comments supporting the parties’ positions. Sprint, as well as Verizon, made submissions in response to the Arbitrator’s directive. Verizon is now attempting to take a second bite at the apple and propose new language to be included in the interconnection agreement. For the reasons discussed herein, this submission should be rejected.

First, Verizon made this submission more than three weeks after the July 19, 2001 deadline for submitting proposed interconnection agreements in this case. Verizon had every opportunity to include its suggested language by the July 19, 2001 deadline but failed to do so. Furthermore, Verizon provided no explanation as to why it did not include this language in its July 19, 2001 filing. The Department should adhere to its imposed deadline for the submission of final interconnection agreements, as each party had ample opportunity to present its suggested language for consideration in a timely manner.

Second, Verizon mischaracterized Sprint's position in its submission. Specifically, Sprint's definition of "Telecommunications Traffic" does not state that "traffic that does not originate and terminate within the same Verizon local calling area is not eligible for reciprocal compensation," contrary to Verizon's assertion. Instead, Sprint's proposed interconnection agreement language states, in relevant part, that "Exchange Access does not include telecommunications traffic that originates and terminates within a given local calling area or mandatory expanded area service ('EAS') area." That is, telecommunications traffic that originates and terminates within a given local calling area or mandatory expanded EAS area is local and, therefore, not subject to exchange access charges.

Indeed, Sprint deleted Verizon's proposed "originate and terminate" language from Verizon's proposed "Reciprocal Compensation Traffic" definition. Moreover, the Federal Communications Commission's ("FCC's") rules and regulations speak for themselves, as discussed in Sprint's supporting comments filed on July 19, 2001 and incorporated herein by reference. Verizon's interpretation of the FCC rules and regulations is wrong.

In its July 19, 2001 submission, Sprint recommended that the following language be included in its proposed interconnection agreement:

‘Telecommunications Traffic,’ for purposes of the payment of reciprocal compensation between the Parties, means all telecommunications traffic, exchanged between Verizon and any telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate Exchange Access, Information Access (traffic delivered to an Internet service provider), or exchange services for such access as defined by the FCC in the Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68 adopted April 18, 2001, FCC 01-131 (‘Order’), as that Order is subsequently modified by action of the FCC or a court of competent jurisdiction. The parties agree that for purposes of the above, the term Exchange Access does not include telecommunications traffic that originates and terminates within a given local calling area or mandatory expanded area service (‘EAS’) area. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

This language should be adopted by the Department, consistent with the FCC’s rules and regulations, and included in the Sprint/Verizon interconnection agreement.

Respectfully submitted,

SPRINT COMMUNICATIONS COMPANY L.P.

Craig Dingwall
Cathy Thurston
401 9th Street, NW
Suite 400
Washington, DC 20004
(202) 585-1941

Its Attorneys

Dated: August 14, 2001